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ABSTRACT

Job concerns and characteristics of part-time faculty and interests concerning union representation, arbitration on a nonunionized campus and a view of campus negotiators are addressed in this newsletter issue. The issue of protection of part-timers by their union is examined, and adjunct faculty are categorized as follows: the semi-retired, those seeking full-time employment in a tight labor market, educated homemakers, and people working full-time elsewhere. Among the goals of the American Federation of Teachers is to induce the administration to limit the use of part-time faculty. Rules proposed by the union to accomplish this end are presented, including the suggestion to prohibit splintering of full-time positions to convert them into several part-time positions. Northeastern University's five-step grievance procedure that culminates in arbitration is presented to illustrate arbitration on a nonunionized campus. The dynamics of the negotiating process are examined, and it is suggested that the collective bargaining process has an underlying set of assumptions about decision-making that are generally not a part of the academic scene. News and notes of the National Center for the Study of Collective Bargaining in Higher Education and the Professions, a topical index of the National Center Newsletter for 1973-80, and references are included. (SW)

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NEWSLETTER

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FOCUS ON THE PART-TIMER

With part-time faculty estimated to be about one-third of the academic workforce, the unions are beginning to show greater interest in their organization. Even the Supreme Court majority in the *Yeshiva* case noted that those without tenure and without a voice in institutional decisions could still claim the protection of the National Labor Relations Act.

On unionized campuses, the part-timers – or, as they are known in many places, adjuncts, special lecturers, acting faculty, wage-section faculty, hourly or temporary faculty – often complain that their interests are subordinated to those of the full-timers and that they are given little voice in union decisions. As universities and colleges turn increasingly to the use of part-timers as one method of meeting budgetary pressures, the issues concerning them will cause greater difficulty at the bargaining table.

The American Federation of Teachers has been circulating the report of a special "Task Force on Part-Time Faculty," written by Jane Flanders, of the University of Pittsburgh, and Mayer Rossabi, of Manhattan Community College, City University of New York.

Several considerations, not always described in the report itself, led to the study. Complaints of full-timers center on the threat to job security that part-timers represent in a period of retrenchment. The part-timers, on the other hand, charge that the full-timers' unions seek to limit the amount of work that can be parceled out to adjuncts. In addition, union negotiators, when the chips are down, are ready to trade off the interests of the part-timers in order to achieve gains for the full-time constituency.

Duty of Fair Representation

Theoretically, the part-timers should be protected from such discrimination by their union under the requirements of the Duty of Fair Representation imposed on the collective bargaining agent by the National Labor Relations Act. (See "Duty of Fair Representation," National Center *Newsletter*, May-June 1980, Vol. 8, No. 2, pp. 3-6.)

But as Norma B. Goldsmith, organizer of the part-timers in a separate unit at C. W. Post, has pointed out, the courts have been willing to accept the view that discrimination among groups of unit members is permissible if it is based on distinctions that are not "arbitrary" or "unfair" or "invidious." She writes:

The issue of attenuated rights of part-time employees is specifically addressed in Williams v. Typographical Union, 73 LRRM 2849 (10th Circ., 1970). The issue under the Labor-Management Reporting and Disclosure Act (Landrum-Griffin) questions whether the reclassification of an employee as "not at trade" was arbitrary and invidious. The term "not at trade" is applied to part-time employees. When a union member disclosed that he was not working full time at his trade, the union reclassified him and in so doing abrogated his right to vote on wage scales and deprived him of "priority rights" in employment. The Court upheld the union's right to reclassify with all commensurate consequences because it was "the result of reasonable regulation which was fairly enforced." The Court acknowledged the union's right to curtail the "individual's employment opportunities to the benefit of others economically more dependent on the printing trade. . . ."

Indeed, if the Typographical Union decision is tenable, and is applied to the University setting, no adjunct employed outside the university can hold forth a claim to job rights or seniority when in competition with the full-time faculty despite long years of service.

Characteristics of Adjunct Faculty

Ms. Goldsmith categorizes the part-time faculty members as follows:

1. The semi-retired.
2. Academicians seeking full-time employment in a tight labor market.

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U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION

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3. Educated home-makers using part-time employment to sustain their academic interests.

4. People working full-time elsewhere whose expertise coincides with the institution's needs.

Obviously, the needs of such a diversified group are not identical. Particularly significant is the second category – those intent on permanent full-time employment who have had to take a secondary role because of the state of the market and who may, indeed, have no other income than that provided by adjunct work. Ms. Goldsmith's conclusion is that the adjuncts, no matter which sub-classification they fall into, are better served by having a bargaining unit of their own, particularly since the courts and the state public employment relations boards permit the unions to accord less-than-full voting rights to the part-timers. (See, for example, Wayne County Community College Federation of Teachers, Local 2000, AFT, and James V. Poe, Jr. and Leon B. Isagoliam, Michigan Public Employment Relations Commission, Case No. CU74 J-29, LO 1976 347-68.)

David W. Leslie, of the Center for the Study of Higher Education at the University of Virginia, concludes: "Labor relations with part-timers has become a divisive problem. The interests of part- and full-time faculty conflict. Part-timers do not fit easily into bargaining units of full-timers. Ambivalence characterizes relationships on all sides. Labor boards and unions alike take positions that may be substantially inconsistent across cases." (David W. Leslie, "Part-Time Faculty in Unionized Colleges," *Landmarks in Collective Bargaining in Higher Education*, Proceedings, Seventh Annual Conference, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, April 1979, p. 125.)

Union Attitudes

Faculty unions, concerned with the problem of assuring strength at the bargaining table and with a need for the largest possible membership, do not accept the view that the interests of full- and part-timers are necessarily incompatible. At the National Center's Seventh Annual Conference, Karen R. Schermerhorn, president of the Faculty Federation of Community College of Philadelphia, AFT, took this position. ("Adjuncts – Friend or Foe of Faculty Unionization," *supra*, p. 127.) Her pragmatic argument is that "full-timers had better make adjuncts their friends if they want to continue as effective collective bargaining agents."

This, too, is the position elaborated in the American Federation of Teachers' "Statement on Part-Time Faculty Employment." (The full text can be obtained from the AFT, 11 Dupont Circle, N.W., Washington, D.C. 20036; ask for Item No. 640.)

It argues that part-timers are subjected to economic exploitation and to denial of status, producing results that are detrimental to the interests of full-timers. On the latter point, says the AFT:

> The widespread use of nontenure-stream part-time faculty contributes to the official "unemployment" among college teachers. The existence of a large pool of reserve labor is a threat to any group of workers; part-time faculty provide the cheap, no-strings-attached labor which makes it unnecessary to declare regular positions open, enables an institution to staff classes even though faculty are denied tenure, whittles down the proportion of a department entrusted with decision making, and intensifies the burden of committee work and departmental governance for full-time faculty. Exploitation of "second-class" faculty is destructive to the morale of all faculty. Many faculty frequently perceive part-timers as a threat – an attitude not without foundation – and resent their presence in the department; others may be concerned by the unjust disparity between their salaries and employment situation and those of exploited part-time faculty, and may be frustrated by the difficulty of rectifying the situation.

Similarly, the statement decries what it perceives to be a detrimental effect on students – unavailability of the part-timers for advisement; their being hired at the last minute so that there is little opportunity for preparation; their lack of input on matters of educational policy, such as the choice of textbooks.

AFT Objectives

High on the list of AFT goals is to induce the administration to limit the use of part-time faculty. To this end the union proposes these rules:

1. Limitations on the total number of FTE's to be taught by part-time faculty. The basic criterion would be "the minimum necessary to enrich the curriculum and to enable the institution to respond to fluctuations in enrollment."

2. Prohibitions on the "splintering" of full-time positions, converting them into several part-time positions.

3. Limiting the number of adjunct hours that full-timers may add to their regular schedules. The supporting argument is based on the contention that the resulting "overload" will impair the quality of education.

4. Using the principle of "attrition" when it is necessary to reduce the workforce. This would apply both to full- and part-timers.

In addition, the AFT proposals aim to pro-rate compensation for part-timers and to allow a proportionate degree of participation in faculty prerogatives and responsibilities. Salaries would be similarly pro-rated, computed on the basis of the compensation given to "full-time faculty of the same qualifications doing the same kind of work." Part-timers carrying more than 50 percent of the full-timers' workload would receive full fringe benefits; those teaching less than 50 percent would receive "a minimum of 50 percent of the fringe benefits available to full-time faculty."

Demanding at least "a minimum of (job) security" for part-timers, the statement advocates a probationary period after which seniority is to accumulate, even if length of service is interrupted. Seniority would be used in the making of future appointments and in appointments to full-time positions. Termination of a part-timer with seniority would require a showing of cause, with due process procedures to determine the issue.

Finally, it is asked that provision be made to assure higher professional status for part-timers by providing for participation in departmental governance, the right to choose their own texts and design their own courses, and the usual campus perquisites of office facilities, secretarial help, access to libraries, etc.

A Tough Assignment

The AFT statement does not necessarily foreshadow an intensified drive to organize part-timers. It is, in great part, a response to an anomalous situation that bedevils all of the faculty organizations.

The Task Force that drafted the report recognizes that the problem of the part-timers will not be easily resolved. The report says bluntly: "The committee acknowledges the difficulties inherent in organizing our part-time colleagues. All the factors discussed in the paper, including the status of the part-time faculty, their abuse, the lack of job security, their alienation and powerlessness, all contribute to the difficulty of reaching and organizing them."

This would appear to be valid whether the organizing appeal comes from a union of full-timers or a union that consists solely of part-timers. But concern about the part-timers is likely to increase as the faculty unions wrestle with the consequences of the *Yeshiva* decision.

ARBITRATION ON A NON-UNIONIZED CAMPUS

Despite the public's assumption that the most important union activity is the negotiation of wage issues, the fact is that the provisions most likely to be critical during the term of the contract are those that relate to grievances. One of the strongest arguments used by unions generally, and by campus organizations, is that a collective bargaining agreement will produce procedures that offer protection against arbitrary action by personnel committees. To non-tenured faculty members concerned about reappointments and the ultimate grant of tenure, and to tenured faculty members looking for promotion, the most important issue may be the availability of an impartial forum for the review of such decisions.

By and large, faculty members seeking some method of assuring due process have turned to union contract clauses calling for arbitration by an impartial third-party as the forum of last resort. Non-unionized campuses have often set up appeals procedures as their version of grievance machinery. Critics have argued that such procedures still leave the issue in the hands of the college or university administration and do not assure genuine impartiality.

One institution, Northeastern University in Boston, has experimented for several years with a five-step grievance procedure that culminates in arbitration under the rules, and often with the personnel, of the American Arbitration Association. At the 1980 Annual Conference of the National Center, Jerome Medalie, of Widett, Slater and Goldman, attorneys for the university, described the process. Since then, numerous requests have come in for additional information, and he has provided the text of the "Faculty Grievance Procedure," as contained in the Faculty Handbook.

The four steps preceding arbitration are as follows:

Step One – informal action, with the grievant and the department chairman attempting to resolve the issue between them.

Step Two – filing of the grievance with the Dean of his/her college and the Chairman of the Senate Agenda Committee which appoints an *ad hoc* Mediation Committee of three members to meet with the grievant and the Dean.

Step Three – presentation of the grievance to the Provost, with the *ad hoc* Mediation Committee participating.

Step Four – request for arbitration, presented to the *ad hoc* Mediation Committee which *must* send the case to arbitration if the issue involves (1) tenure; (b) renewal of contract; (c) promotion; (d) dismissal. With reference to other issues, the Committee has discretion, and may determine whether arbitration shall go forward, using as the criterion not whether the claim is meritorious but whether (a) the issue falls within the definition of a grievance, and (b) whether the remedy sought is within the power of the arbitrator.

The Arbitration Clause

Since the ultimate step, which allows for decision by a neutral, is the critical element, we reproduce below the full text of the arbitration provision.

* * * * *

1. If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will so notify the Provost and the grievant.

2. Within five school days after the notification of the Provost, the Chairman of the *ad hoc* Mediation Committee and the Provost shall meet to select a mutually acceptable professional arbitrator from the faculty of another university (or any other mutually acceptable person) who will serve as the arbitrator. If they are unable to agree upon an arbitrator within five school days, a request for a list of arbitrators who are on the faculty of other universities may be made by either party to the American Arbitration Association. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern the selection of the Arbitrator. If none of the names on the list submitted by the American Arbitration Association is acceptable to both parties, the Association shall appoint, as arbitrator, another member of its panel who is a faculty member at another university.

3. In selecting an arbitrator, the Chairman of the *ad hoc* Mediation Committee shall consult with the grievant, and no arbitrator shall be selected who is not acceptable to

the grievant. The Provost shall consult with the person whose action occasioned the grievance, and no arbitrator shall be accepted who is not acceptable to that person. If, however, the parties have failed to agree upon an arbitrator, and the American Arbitration Association is to appoint the arbitrator, all parties must accept this appointment.

4. The conduct of the arbitration proceedings shall be governed by the rules of the American Arbitration Association.

5. The decision of the arbitrator, within the scope of his jurisdiction, shall be final and binding on the parties to the dispute and the University. However, the arbitrator shall be without power to 1) make a decision which requires the commission of an act prohibited by law, 2) substitute his judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or 3) add to, subtract from, or modify provisions of the *Faculty Handbook* where provisions exist which cover the case in hand.

6. The costs of the services of the American Arbitration Association and the arbitrator shall be borne as follows:

a) If the arbitrator upholds the grievance (whether or not he grants the remedy sought by the grievant), the cost will be borne by the University in an amount not to exceed $1,000.

b) If the arbitrator denies the grievance, the grievant will pay 1/3 of the costs of the American Arbitration Association and the arbitrator up to a maximum of $200, and the University shall bear the remainder of such costs, but in no event shall the charge to the University exceed $800.

c) Each party will pay for its own expenses, services, and fees other than the costs of the American Arbitration Association and the arbitrator.

In Actual Practice

Mr. Medalie points out that, though he nominally represented the University in the arbitrations, in reality he was acting on behalf of the faculty committee whose action was being contested. He says: "Out of over a hundred grievances which went beyond the first stage and out of fifteen completed arbitrations, over 75 percent involved faculty action or inaction where the asserted peer miscreants were the real defendants and the administration was only a nominal party."

The success of the grievance procedure, he adds, depends to a considerable extent on how well all levels in the academic structure can be educated to both substance and procedure. He notes also that, in the light of actual experience, the role of the *ad hoc* Mediation Committee has been significantly reduced.

Moreover, the procedures themselves have stood up well under challenge. In three of the fifteen arbitrated cases, grievants sought recourse to the courts – once before, once during, and once after arbitration. In each instance, the courts ordered that the issue be determined by arbitration.

CAMPUS NEGOTIATORS – A CRITICAL COMMENT

(Editor's Note. Louis D. Beer, Esq., veteran negotiator in higher education, is critical of the attitudes that academics bring to the bargaining table. He has put his observations in the following form. Your comments are invited.)

Let me first focus on the dynamics of the negotiating process itself. In several ways some of the behavioral dynamics of collective bargaining negotiations create particular problems for colleges and universities because the collective bargaining process has, underlying it, a set of assumptions about decision making which are generally not a part of the academic scene.

At its crisis stage, collective bargaining obviously requires an ability to take rather quick, decisive action. The absence of that ability results in decisions by default.

To take a straightforward example: the union is saying that if it doesn't get another twenty cents an hour it will strike within twenty-four hours; management has to make a judgment as to whether it is going to pay the twenty cents, make a counter-offer, and if so what, or take a strike. The absence of a decision made within that time frame is itself tantamount to a decision to take a strike from the union.

Bargaining Authority

For the process to work, power has to be vested in a single individual to speak at the collective bargaining table. If that individual is unable to convince the other side that he in fact has the power to make binding commitments, the flow of communication between the two sides will be substantially disrupted.

A negotiator confronted with an adversary who does not have sufficient authorization to bargain, will soon stop bargaining himself, lest he be put in a position of making concessions to someone who is in no position to make concessions in return.

In my experience these rather simple, almost clichéd dynamics cause a great deal of problems for college bar-

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gainers, especially on the managerial side. Academic decision making is often consensual. It is a relatively rare situation in which decisions are made by an identifiable individual in a short framework of time. The love affair of academia with committees, the joint committee, appeals, reviews, reports, and so forth appears, at least in my experience, to go on undiminished.

One of the most difficult circumstances confronting institutions of higher education has been their inability to analyze and adjust to the different needs for decision making capability that collective bargaining thrusts upon them. If the problem is not thought out, or if the reaction of the university administration is that the more complex the decision making process, the better (because that will slow the union down), then the result is often decisions that are made by default rather than on the basis of a reasoned process. This runs the risk of demoralizing and permanently damaging the institution as well as the union, but often the non-decisions become a basis for action resulting in an administration giving up more than it otherwise would.

Inadequate Structures

While these comments have been primarily directed to the management side, the problem exists on the union side as well. Faculty unionists, coming out of essentially the same tradition, sometimes create horribly awkward structures for collective bargaining and for the management of the union affairs. Such structures have serious effects on the collective bargaining process.

On one occasion I spent several hours convincing a faculty union that it was not a good idea to allow any member who had a grievance free access to the grievance process all the way to arbitration, without giving the union the power to decide whether it wanted to carry the grievance further. The notion that this had to be done was based on concepts of "academic freedom." It was virtually impossible to convince the union that the determination of one individual to pursue a grievance could have the effect of binding other members of the union even if they disagreed with that individual's position. This is an example of the profound difference in the underlying assumptions between the decision making process of universities and faculties, on the one hand, and the kind of operation mandated by the dynamics of the collective system.

Integrated Issues

Another area of major concern is the substantial interrelationships between the various issues in collective bargaining.

I have had faculty unionists say to me on a variety of occasions that while they want collective bargaining, they intend to confine their activities to "the economic issues," by which they usually mean salaries and fringe benefits. It may take them several years to learn that discussion of salaries and fringe benefits inevitably leads to discussion of budgets, which inevitably in turn leads to discussion of the number of faculty positions in the institution, which in turn inevitably leads to a discussion of whether faculty members may be laid off or otherwise removed because of financial exigency.

This, of course, then leads to a discussion of how to determine whether a decision to terminate is based on financial exigency, and when it in fact represents some form of academic judgment. At that point one finds oneself talking about the relationship between the collective bargaining agreement and decisions on tenure and promotion, which is usually the precise subject that the "limited sphere" unionists wished to avoid in the first place.

ON THE BOOKSHELF

In 1980 a number of useful books have taken their place in the literature on collective bargaining in higher education. At the top of the list is Robert Birnbaum's *Creative Academic Bargaining*, subtitled "Managing Conflict in the Unionized College and University," published by Teachers College Press, New York.

Dr. Birnbaum, who has participated frequently in sessions organized by the National Center, is Professor of Higher Education and Chairman of the Department of Higher and Adult Education at Teachers College, Columbia University. He has served as Chancellor of the University of Wisconsin-Oshkosh, and as a Vice-Chancellor in the New Jersey Department of Higher Education and in the City University of New York.

The Psychology of Conflict

Drawing on the research that has been done in the field of conflict management, Dr. Birnbaum explores the problems of "constructive conflict" as against "destructive conflict," as both are experienced on the campus. He notes that the parties bring to their bargaining two attitudes: (1) their concern with satisfying their own needs; and (2) shared interests that they hope to achieve in some form of cooperation from the other group. The ultimate objective, he believes, must be the avoidance of win-lose and lose-lose strategies; the goal should be a win-win result.

Structural Change

In addition to describing what he considers attitudes, Dr. Birnbaum explores new ground by suggesting that structural changes negotiating patterns are essential if academic bargaining is to yield a constructive result. Indeed, he says, "I would argue that for the most part our current structures almost appear designed to support a competitive orientation" rather than a cooperative one. He perceives a distinction between issues that are inevitably approached on an adversarial basis and those that call for a problem-solving approach but that are blocked because the adversarial mood persists as a hangover from the money-negotiation.

The solution, he suggests, is to change the structure so that "the two kinds of decision processes" are separated

from each other as much as possible – for example, by having different persons handle each; placing the items on different agendas; discussing them at different times; establishing ground rules that call for separation; separating the issues spatially.

Increasing Problem-Solving Potential

Under this heading, Dr. Birnbaum discusses reducing the effect of deadlines; pursuing "continuous bargaining" even during the contract term; increasing alternatives; and reducing non-rationality. His advocacy of continuous bargaining violates the conventional view that the contract ought to wrap up all issues, and foreclose the raising of new topics and the possibility that old ones might be reexamined. He argues that it is better to deal with problems as they arise, rather than wait until a new contract is to be negotiated while problems fester.

Open-Ended Contracts

Recognizing the fears that the parties, particularly administration, would suffer if negotiations were thus left open-ended, he suggests that the negotiators might feel their way by initially limiting the number of items that can be raised during the contract term. Generally, in industry, such reopenings have been limited to the wage issue where management and union are uncertain about general economic conditions. Dr. Birnbaum believes that successful experience would ultimately demonstrate that, except for salaries and fringe benefits, contracts could operate without termination dates. A major benefit, in his judgment, would be a greater willingness on the part of negotiators to adopt experimental and innovative ideas, knowing that they are not committed for the life of the contract and that they can call for re-study and change at any time.

This volume is certain to enjoy a wide readership among academics and practitioners.

For Further Reading

A number of additional books appeared during 1980 that deserve special attention:

Atelsek, Frank J. and Irene L. Gomberg, *Tenure Practices at Four-Year Colleges and Universities.* Washington, D.C.: American Council on Education.

Cowley, W. H. (edited by Donald T. Williams, Jr.), *Presidents, Professors and Trustees – The Evolution of American Academic Government.* San Francisco: Jossey-Bass.

Glenny, Lyman A. and Frank A. Schmidtlein, *The Role of the State in the Governance of Higher Education.* Stanford, Calif.: Institute for Research on Educational Finance and Government.

Kaplin, William A., *The Law of Higher Education,* 1980. San Francisco: Jossey-Bass.

Millett, John D., *Management, Governance and Leadership: A Guide for College and University Administrators.* New York: American Management Association.

NATIONAL CENTER NEWS AND NOTES

Ninth Annual Conference

The program for the Ninth Annual Conference, April 27-28, 1981, has now been firmed up and has been sent to the printer. Formal announcements will be in the mail shortly. The theme of the Conference is *The Legal and Economic Status of Collective Bargaining in Higher Education.* Plenary sessions have been scheduled for the following topics:

A. Yeshiva Aftermath

B. Impact of Retrenchment

C. Union Legislative and Political Cooperation in the 1980's

Small group sessions, allowing for the widest possible degree of participation, will treat these topics:

A. Legal Status of Tenure

B. Living Under the Contract

C. Computers and Collective Bargaining

D. The Contractually Protected Senate

E. Arbitration in Higher Education

F. Psychology of Negotiations

In addition, a special luncheon symposium on the subject of "Confidentiality and Due Process" will be held on Tuesday, April 28. Professor James Dinan, who was recently jailed for contempt of court as a result of his refusal to breach the confidentiality of faculty meetings dealing with tenure, will address the Conference about the issues in his case.

Wednesday, April 29th has been set aside for a one-day examination of "Salary and Compensation." Further information will be available shortly from the Center.

Workshops. Hands-on workshops on "Grievance and Arbitration Procedures" and "Collective Bargaining and Contract Administration" are scheduled for Providence (Kingston), R.I. and Los Angeles. For full details, see page 8.

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Birnbaum's "Creative Academic Bargaining"
Arbitration on a Non-Unionized Campus
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Co-sponsored by The University of California
March 11-13, 1981

This workshop is designed to expose participants to a range of ideas, problems, and possible solutions for issues raised in grievance and arbitration. If you or your associates are involved or are soon to be involved in the grievance-arbitration processes, this workshop will provide you with valuable insights into: optional grievance-arbitration machinery and contract clauses, how to investigate a grievance, how to determine whether to settle or go to arbitration, how to prepare your case for arbitration, and how best to advocate your position in the hearing itself.

Hands-on topics will include:

- Contract language
- Settling within the grievance procedure
- The investigation of the "facts"
- Arbitrability of grievances
- The powers, duties and authority of an arbitrator
- The selection of an arbitrator
- Issue stipulation
- Remedy requests
- "Parol evidence"
- Due process
- Past practice
- The difference between argument, testimony and evidence
- Opening statements
- Final summaries and post-hearing briefs
- And other related areas

Collective Bargaining and Contract Administration Techniques in Higher Education

Kingston, Rhode Island
Co-sponsored by
The University of Rhode Island - Providence
February 18-20, 1981

Los Angeles, CA
Co-sponsored by The
University of California
March 8-10, 1981

Designed as a workshop for both the experienced negotiator who often is found in the midst of crisis bargaining as well as for those new to collective bargaining, this workshop will provide you with valuable insights into: optional collective negotiation processes and contract clauses, how to prepare for negotiations, how to minimize the possibility of impasse and achieve settlement and implement a contract administration program.

The mock negotiating sessions are based on actual college contracts and deal with both economic and non-economic topics. The issues negotiated will be selected from critical problems in higher education today and will include evaluation of faculty, union security, retrenchment and governance.

Hands-on topics will include:

- Contract language
- Selection of negotiating team
- Developing proposals and counter proposals
- Winning future arbitrations at the negotiating table
- "Costing" out proposals
- Strategies in negotiating
- When to go into impasse
- Mediation
- Fact-finding
- Interest arbitration
- Labor-Management Committee
- Management rights
- Union security
- Agency Shop
- And other related matters